



James City County Purchasing Office
101-F Mounts Bay Road, Suite 300
Williamsburg, VA 23185

Phone: (757) 253-6644/6646 Fax: (757) 253-6753

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<https://www.jamescitycountyva.com/purchasing/index.html>

**JAMES CITY COUNTY, VIRGINIA
REQUEST FOR PROPOSALS
12-4835**

Title: Courthouse Lobby Security Desk

Issue Date: March 5, 2012

Non-Mandatory Pre-Proposal Conference: March 20, 2012 @ 10:00am (Meet in the Front Lobby)
Williamsburg-James City County Courthouse 5201 Monticello Av, Williamsburg,
VA 23185

Due Date: April 3, 2012, 2PM, local time at the Purchasing Office

Submit: Original and Four (4) Copies
1) Cover Sheet, Page 2
2) Safety Certification Form

Inquiries: Deborah Merritt-Ham
Senior Buyer, ph (757) 253-6647

This public body does not discriminate against faith-based organizations.

In compliance with this Request for Proposals and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this proposal and is authorized to contract on behalf of the firm named below. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION YES () NO ()

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.1-340 et seq.) is set forth below. (Additional sheet may be added if necessary.)

12-4835 Request for Proposals

Company

Name:_____

Contractor

License#_____ **Type:**_____

State Corporation Commission ID #_____

Address:_____

City/State/Zip:_____

Telephone:_____ **FAX:**_____

Email Address:_____

Federal Tax

ID:_____

Print Name:_____ **Title:**_____

Signature_____ **Date**_____

Acknowledgement of Addendums: #1_____ **#2**_____ **#3**_____

**JAMES CITY COUNTY
REQUEST FOR PROPOSALS 12-4835
COURTHOUSE LOBBY SECURITY DESK**

I. PURPOSE and STATEMENT of NEEDS

The purpose of this Request for Proposals is to establish a contract with a qualified and experienced firm to construct and replace the existing security station with new built-in casework at the Williamsburg-James City County Courthouse, 5201 Monticello Avenue, Williamsburg, VA 23188. The project involves the renovation to the 1st Floor of the Courthouse Lobby area and involves interior finishing and millwork. The Contractor shall provide all labor, equipment, material and supplies and perform all operations required to conduct this renovation in accordance with the scope of work and associated drawings prepared by Hopke & Associates, Inc. The work is to be accomplished during the normal working hours for the Williamsburg-James City County Courthouse which is 7:30am to 4:30pm Monday thru Friday.

All questions regarding this RFP may be directed to Deborah Merritt-Ham, Senior Buyer on or before 2:00pm on March 26, 2:00pm via fax (757) 253-6753, or email: dmerritt-ham@james-city.va.us. All questions that are pertinent to the project will be answered in the form of an addendum which will be placed on James City County and Williamsburg-James City County Public Schools websites respectively:

<http://www.jamescitycountyva.com/purchasingibids.html>
<http://www.wjec.k12.va.us/content/admin/finance/Bids/index.shtml>

Proposals must be submitted to the James City County Purchasing Office, 101-F Mounts Bay Road, Suite 300, Williamsburg, VA 23185 on April 3, 2012, 2:00 pm local time..

II. SCOPE OF WORK

See Attachment B-Technical Specifications.

III. DEFINITIONS

1. The term "Owner" used in this solicitation refers to James City County/James City Service Authority.
2. The terms "Contractor" and "Successful Offeror" refer to the person or firm to whom an award is made to perform the work under the contract.

IV. FAMILIARITY WITH PROPOSED WORK

It is the responsibility of the Contractor, to satisfy himself as to the location of the work, worksite conditions, and the quality and quantity of the materials which will be required. The Contractor shall examine carefully the proposed Contract Documents and all other documents and data pertaining to the Project. Failure to do so shall not relieve a successful offeror of his obligation to perform as per the provisions of the contract. The Contractor shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the Contract.

V. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Proposal Conference and site visit to be held on March 20, 2012 at 10:00am at 5201 Monticello Avenue, Williamsburg, VA 23188. Offerors should meet in the front lobby and will be escorted to the meeting area.

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

It is the offeror's responsibility to clearly identify and to describe the products and services being offered in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. Proposals should be in 8 1/2" x 11" format and should be prepared simply and economically, providing a straight forward, organized, and concise description of the offeror's ability to meet the requirements of the RFP. The number of pages should be kept to a minimum. Fancy bindings, colored displays, promotional material, etc. are not desired. Emphasis should be on completeness and clarity of content.

VII. EVALUATION AND AWARD CRITERIA

The following criteria will be used in the evaluation and rating of proposals:

1. Qualifications and experience of the firm and supervisory staff in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors, if applicable;
2. Equipment available to perform the service. James City County shall be sole judge of quality of footage and suitability for JCC purposes.
3. Project approach – How the firm plans to accomplish the scope of work.
4. Proposed fee/cost of services.

References may be contacted as part of the evaluation process.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under

consideration, a contract may be negotiated and awarded to that offeror.

The Notice of Award shall be posted on the bulletin board for public notices in the Purchasing Office.

VII. PROPRIETARY INFORMATION

Ownership of all data, materials and documentation originated and prepared for the County pursuant to this RFP shall belong exclusively to the Owners and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be publicly disclosed under the Virginia Freedom of Information Act; however, the offeror shall invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. Offerors should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary.**

VIII. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL

After the date and time established for receipt of proposals by the County, any contact, in regard to the proposal initiated by any offeror with any County official, other than the assigned Project Manager or Purchasing Office is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any offeror from further review.

Questions regarding this request for proposal may be directed to Deborah Merritt-Ham, Senior Buyer, at (757) 253-6647, email: dmerritt-ham@jamescitycountyva.com. All questions that are pertinent to the project will be answered in the form of an addendum and will be placed on the County's website: <https://www.jamescitycountyva.com/purchasing/index.html>. **All questions pertaining to this project must be received on or before 2:00pm on March 26, 2012 at for consideration.**

IX. CONTRACTUAL AGREEMENT

The negotiated fee schedule based on the Scope of Services, and terms and conditions contained herein shall be incorporated into the Standard James City County Standard Contract for Services, **Attachment C**, along with the RFP, any addenda and modifications thereto and the successful offeror's proposal and any negotiated modifications. Any concerns regarding the Standard Contract shall be addressed within the proposal response.

The Offeror shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful offeror of his obligation to carry out the provisions of this RFP and resulting contract and to complete the Scope of Services outlined therein.

X. GENERAL TERMS AND CONDITIONS

See Attachment A

XI. SPECIAL TERMS AND CONDITIONS

A. PRECEDENCE IN TERMS

In the event of a conflict, the Special Terms and Conditions shall take precedence.

B. CONTRACTORS TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

C. EXTRA CHARGES NOT ALLOWED

The bidder's offered price for the work shall include furnishing, delivering, and installing the required equipment; no extra charges shall be allowed.

D. DELIVERY AND STORAGE

It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving, and storing materials. The owner will not assume any responsibility for receiving these shipments. The Contractor shall check with the owner and make necessary arrangements for security and storage space if required.

E. FINAL INSPECTION

At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

F. WARRANTY

The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Owner by any other clause of this solicitation. A copy of this warranty should be furnished with the bid. At a minimum, all materials, equipment and labor shall be fully guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing.

The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality

and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the Owner's satisfaction, at no cost to the Owner and shall be subject to the provisions of this clause to the same extent as materials initially delivered

G. WORK SITE DAMAGES

Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

H. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall have a competent foreman or superintendent, satisfactory to the Owner, on the job site at all times during the progress of the work. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures, for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The Contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

I. USE OF PREMISES AND REMOVAL OF DEBRIS: The Contractor shall; Perform this contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises of with the work of any Contractor; and

1. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractor; and
2. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
3. The Contractor expressly undertakes, either directly or through his Subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
4. The Contractor expressly undertakes, either directly or through his Subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

The Contractor expressly undertakes, either directly or through his Subcontractor(s), before final payment, to remove all surplus material, false

work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a Contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the Contractor.

J. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall submit a Safety Certification Form that includes the following information:

- A. The name and phone number of the individual who will be responsible to ensuring all applicable safety procedures are followed and personal protective equipment is used on the project site.
- B. The name and phone number of the individual who should be contacted in the event of an emergency.
- C. A copy of the Safety Certification Form is included.

K. WORK PERFORMANCE

The Contractor shall perform the work in accordance with manufacturer's recommendations and specifications.

L. CONTRACTOR RESPONSIBILITIES

Employees of the Contractor must be able to work within a public setting without creating a disruption and conform to all policies, rules and regulations. Contractor shall require that their employees to be courteous at all times and not to use loud or profane language. Contractor shall require that its employees shall not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract resulting from this solicitation.

The Contractor shall be solely responsible for job site conditions and completely supervising and directing the work under this contract and all Subcontractors that he may utilize. Subcontractors who perform work under this contract shall be responsible to the Contractor. The Contractor agrees that he is fully responsible for the acts and omissions of his Subcontractors and of persons employed by them as he is for the acts and omissions of his own employees. These requirements will apply continuously and not be limited to working hours.

It is the Contractor's responsibility to have equipment of suitable type, and in proper condition to operate and maintain uninterrupted schedules. It is the Contractor's responsibility to follow schedules and instructions provided by designated Owner contacts.

M. PROTECTION OF PERSONS AND PROPERTY

The Contractor expressly undertakes, both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including James City Service Authority's (JCSA) employees and property.

N. EMERGENCY

In an emergency affecting the safety of life, the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act to prevent threatened loss or injury. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement between the Owner and the Contractor.

O. DAMAGES

The Contractor shall be responsible for damage or injury to property during the prosecution of the Work resulting from any act, omission, neglect, or misconduct in the method of executing the Work or attributable to defective Work or materials. This responsibility shall not be released until final acceptance of the Project by the JCSA.

When direct or indirect damage is done to property by or on account of any act, omission, neglect or misconduct in the method of executing the Work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore such property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding or restoring, as may be directed by the Owner, or making settlement with the property owner. The Contractor shall secure from the property owner a release from any claim against the Owner without additional compensation therefore. A copy of this release shall be furnished to the Owner.

P. RESTORATION

Proper notice shall be given to the owner and to the homeowners of any expected inconvenience or hazardous condition. Special care must be taken to prevent damage to trees and shrubs. Road surfaces adjacent to excavations shall be cleaned of soil with mechanical brooms at the end of the working day. All surplus materials shall be disposed of in a manner acceptable to the Owner, and the construction area shall be left in a neat condition. No machinery or equipment shall be left or stored on the job site after the project is completed.

Q. LABELING OF HAZARDOUS SUBSTANCES

If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in Section 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. Section 1263 or Title 7 U.S.C. Section 136.

R. MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets and descriptive literature shall be provided for each chemical and/or compound offered.

S. DATE OF COMMENCEMENT AND COMPLETION

The date of commencement shall be established in a written Notice to Proceed issued by the Owner. Work under the Contract shall be completed within time frame established in the Notice to Proceed.

T. MATERIALS AND WORKMANSHIP

The Contract Documents describe the character and features of the materials and workmanship required to perform the Work. The Contract Documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The Owner reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the Owner may deem necessary to assure complete compliance with the requirements of the specifications. The Contractor shall offer full cooperation with personnel in the employ of the Owner in making these tests.

U. NO DEVIATION FROM CONTRACT DOCUMENTS BY THE CONTRACTOR

In performing the Work, the Contractor shall not deviate from the Contract Documents without the written consent of the Owner. If the Contractor does deviate from the Contract, he shall correct the error at his expense in a manner satisfactory to the Owner.

V. INTERPRETATION OF CONTRACT DOCUMENTS

In case of discrepancy between or among Contract Documents, the Owner shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents as construed by him and his decision shall be final.

The Contractor shall verify all figures and will be responsible for the proper coordination of all dimensions as well as the different parts of the Work.

W. DISCREPANCIES

The Contractor shall immediately report to the Owner, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The Owner shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

X. CONTRACTOR'S LICENSE

The Contractor must be licensed as required by the Commonwealth of Virginia in accordance with the **Virginia Board for Contractors, which is under the Department of Profession and Occupation Regulation** and by any other applicable federal, state or local requirements.

Y. CONTRACTOR'S INSURANCE

1. The Contractor shall purchase and maintain during the life of this contract such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract documents, whether such performance is by Contractor, or by subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

A. Workers Compensation and Employers Liability

Coverage A - Statutory

Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement should be attached.

B. Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability \$1,000,000 Per Occurrence

C. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

D. Excess Liability

Contractors have the option of meeting the insurance requirements above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in A, B, & C.

E. Self Insured Retentions, Deductibles and Aggregate Limits

All self insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the James City County Risk Management Director.

2. The Contractor shall file with the Owner, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the Owner, consist of the following:
 - A. Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. Contractor shall notify Owner immediately if Contractor receives notification of non-renewal or cancellation.
3. James City County and James City Service Authority shall be named as an Additional Insured on the Commercial General Liability per ISO 2010 on a primary basis. James City County's or James City Service Authority's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.

ATTACHMENT D

(RETURN WITH PROPOSAL FORM)

Safety Certification Form

To: James City County

Project Title: _____

Contract No._____

Project Safety Responsibility (Name)_____

Number: _____

Emergency/Contact

(Name)_____ **Number:**_____

The undersigned hereby attests that the project has been carefully evaluated for the safety risks it presents and all safety procedures required based on these risks by Virginia Occupational Safety & Health, referenced in the quote document, will be implemented. Virginia Occupational Safety & Health and all other applicable Federal, State and local laws referenced in the quote document, will be implemented. All workers on this project will be properly trained on the use of safety equipment and safe work practices.

By:

(Type Name and Title)

(Signature)

(Date)